

AMENDED IN SENATE AUGUST 6, 2012

AMENDED IN ASSEMBLY APRIL 30, 2012

AMENDED IN ASSEMBLY APRIL 11, 2012

CALIFORNIA LEGISLATURE—2011–12 REGULAR SESSION

**ASSEMBLY BILL**

**No. 1599**

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**Introduced by Assembly Members Feuer and Fong  
(Principal coauthor: Assembly Member Eng)  
(Coauthors: Assembly Members Cedillo and Dickinson)**

February 6, 2012

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An act to amend Section 2924f of, to amend and repeal Section 2924 of, and to add Section 2923.3 to, the Civil Code, relating to mortgages.

LEGISLATIVE COUNSEL'S DIGEST

AB 1599, as amended, Feuer. Mortgages and deeds of trust: ~~foreclosure: languages.~~ *foreclosure.*

(1) Existing law requires that, upon a breach of the obligation of a mortgage or transfer of an interest in property, the mortgagee, trustee, or beneficiary record a notice of default in the office of the county recorder where the mortgaged or trust property is situated and mail the notice of default to the mortgagor or trustor. Existing law specifies other requirements and procedures for completion of a foreclosure sale, including recording a notice of sale prior to exercising a power of sale. Existing law requires, under specified circumstances, that a summary of mortgage terms be provided to the borrower in one of 5 specified languages.

*This bill would require a notice of default to contain a summary of the notice of default in English and 5 specified languages. The bill, with respect to residential real property containing no more than 4 dwelling*

*units, would require a mortgagee, trustee, beneficiary, or authorized agent to provide to the mortgagor or trustor a copy of the recorded notice of default to contain a summary of the notice of default in English and 5 specified languages. The bill would also require and a copy of the notice of sale to contain containing a summary of the information required to be contained in the notice of sale in English and 5 specified languages. The bill would require a mortgagee, trustee, beneficiary, or authorized agent to provide to the mortgagor or trustor a copy of the notice of default and a copy of the notice of sale containing these summaries. The Those provisions would become operative on April 1, 2013, or 90 days following the issuance of summary translations by the Department of Corporations, whichever occurs later.*

*The bill would also require the Department of Real Estate, contingent upon sufficient private funding, Corporations to provide a standard summary translation of a notice of default and a notice of sale in those languages, and to make those documents available without charge on its Internet Web site. The bill would provide specify that any mortgagee, trustee, beneficiary, or authorized agent who—uses provides the department department's summary translation shall not be liable for errors in translation, in the manner prescribed, shall be in compliance with that provision.*

(2) The bill would repeal duplicate provisions of law.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 2923.3 is added to the Civil Code, to  
2 read:  
3 2923.3. (a) ~~A—~~*With respect to residential real property*  
4 *containing no more than four dwelling units, a mortgagee, trustee,*  
5 *beneficiary, or authorized agent shall provide to the mortgagor or*  
6 *trustor a copy of the recorded notice of default containing a*  
7 *summary of the notice of default in English and the languages*  
8 *described in Section 1632, as set forth in subdivision (c), and a*  
9 *copy of the recorded notice of sale containing a summary of the*  
10 *information required to be contained in the notice of sale in English*  
11 *and the languages described in Section 1632, as set forth in*  
12 *subdivision (d). These summaries are not required to be recorded.*  
13 *This subdivision shall become operative on April 1, 2013, or 90*

1 *days following the issuance of the summary translations by the*  
2 *Department of Corporations, pursuant to subdivision (b),*  
3 *whichever is later.*

4 (b) The Department of ~~Real Estate~~ *Corporations* shall provide  
5 a standard summary translation of a notice of default, *as set forth*  
6 *in subdivision (c)*, and a notice of sale, *as set forth in subdivision*  
7 *(d)*, in the languages described in Section 1632, and shall make  
8 those documents available without charge on its Internet Web site.  
9 Any mortgagee, trustee, beneficiary, or authorized agent who ~~uses~~  
10 *provides the department's* summary translation *in the*  
11 *manner prescribed by this section shall not be liable for errors in*  
12 *translation be in compliance with this section.*

13 ~~(e) Subdivision (b) shall only become operative if sufficient~~  
14 ~~private funds are provided to the Department of Real Estate for~~  
15 ~~this purpose. Posting of the documents on the department's Internet~~  
16 ~~Web site pursuant to subdivision (b) shall be deemed to be an~~  
17 ~~acknowledgment that sufficient funding has been obtained and~~  
18 ~~that subdivision (b) is operative.~~

19 (c) (1) *The following statement shall appear at the beginning*  
20 *of the notice of default:*

21  
22 *NOTE: THERE IS A SUMMARY OF THE INFORMATION IN*  
23 *THIS DOCUMENT AT THE END OF THE ENGLISH SECTION.*  
24

25 (2) *The following statement shall appear at the end of notice of*  
26 *default:*

27  
28 **SUMMARY OF KEY INFORMATION**

29 *The attached notice of default was sent to [name of the trustor],*  
30 *in relation to [description of the property that secures the mortgage*  
31 *or deed of trust in default]. This property may be sold to satisfy*  
32 *your obligation and any other obligation secured by the deed of*  
33 *trust or mortgage that is in default. [Trustor] has breached the*  
34 *mortgage or deed of trust on the property described above in the*  
35 *following way(s):*

36 \_\_\_\_\_*(describe property)*  
37 *of his or her election to sell or cause to be sold the property to*  
38 *satisfy that obligation and any other obligation secured by the*  
39 *deed of trust or mortgage that is in default*

1    *IMPORTANT NOTICE: IF YOUR PROPERTY IS IN*  
2    *FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR*  
3    *PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,*  
4    *and you may have the legal right to bring your account in good*  
5    *standing by paying all of your past due payments plus permitted*  
6    *costs and expenses within the time permitted by law for*  
7    *reinstatement of your account, which is normally five business*  
8    *days prior to the date set for the sale of your property. No sale*  
9    *date may be set until approximately 90 days from the date this*  
10    *notice of default may be recorded (which date of recordation*  
11    *appears on this notice).*

12    *This amount is \_\_\_\_\_ as of \_\_\_\_ (date) \_\_\_\_\_ and*  
13    *will increase until your account becomes current.*

14    *While your property is in foreclosure, you still must pay other*  
15    *obligations (such as insurance and taxes) required by your note*  
16    *and deed of trust or mortgage. If you fail to make future payments*  
17    *on the loan, pay taxes on the property, provide insurance on the*  
18    *property, or pay other obligations as required in the note and deed*  
19    *of trust or mortgage, the beneficiary or mortgagee may insist that*  
20    *you do so in order to reinstate your account in good standing. In*  
21    *addition, the beneficiary or mortgagee may require as a condition*  
22    *to reinstatement that you provide reliable written evidence that*  
23    *you paid all senior liens, property taxes, and hazard insurance*  
24    *premiums.*

25    *Upon your written request, the beneficiary or mortgagee will*  
26    *give you a written itemization of the entire amount you must pay.*  
27    *You may not have to pay the entire unpaid portion of your account,*  
28    *even though full payment was demanded, but you must pay all*  
29    *amounts in default at the time payment is made. However, you and*  
30    *your beneficiary or mortgagee may mutually agree in writing prior*  
31    *to the time the notice of sale is posted (which may not be earlier*  
32    *than three months after this notice of default is recorded) to, among*  
33    *other things, (1) provide additional time in which to cure the*  
34    *default by transfer of the property or otherwise; or (2) establish*  
35    *a schedule of payments in order to cure your default; or both (1)*  
36    *and (2).*

37    *Following the expiration of the time period referred to in the*  
38    *first paragraph of this notice, unless the obligation being foreclosed*  
39    *upon or a separate written agreement between you and your*  
40    *creditor permits a longer period, you have only the legal right to*

1 *stop the sale of your property by paying the entire amount*  
2 *demanded by your creditor.*

3 *To find out the amount you must pay, or to arrange for payment*  
4 *to stop the foreclosure, or if your property is in foreclosure for*  
5 *any other reason, contact:*

6 \_\_\_\_\_  
7 *(Name of beneficiary or mortgagee)*

8 \_\_\_\_\_  
9 *(Mailing address)*

10 \_\_\_\_\_  
11 *(Telephone)*

12 *If you have any questions, you should contact a lawyer or the*  
13 *governmental agency which may have insured your loan.*

14 *Notwithstanding the fact that your property is in foreclosure,*  
15 *you may offer your property for sale, provided the sale is concluded*  
16 *prior to the conclusion of the foreclosure.*

17 *Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT*  
18 *TAKE PROMPT ACTION.*

19 *If you would like additional copies of this summary, you may*  
20 *obtain them by calling [insert telephone number].*

21 *(d) (1) The following statement shall appear at the beginning*  
22 *of the notice of sale:*

23  
24 *NOTE: THERE IS A SUMMARY OF THE INFORMATION IN*  
25 *THIS DOCUMENT AT THE END OF THE ENGLISH SECTION.*

26  
27 *(2) The following statement shall appear at the end of notice of*  
28 *sale:*

29  
30 **SUMMARY OF KEY INFORMATION**

31 *The attached notice of sale was sent to [trustor], in relation to*  
32 *[description of the property that secures the mortgage or deed of*  
33 *trust in default].*

34 *YOU ARE IN DEFAULT UNDER A (Deed of trust or mortgage)*  
35 *DATED \_\_\_\_\_. UNLESS YOU TAKE ACTION TO PROTECT YOUR*  
36 *PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE.*

37 *IF YOU NEED AN EXPLANATION OF THE NATURE OF THE*  
38 *PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A*  
39 *LAWYER.*

1     *The total unpaid balance that is required to bring your mortgage*  
2     *or deed of trust current is \_\_\_\_.*

3     *Your property is scheduled to be sold on [insert date and time*  
4     *of sale] at [insert location of sale].*

5     *However, the sale date shown on this notice of sale may be*  
6     *postponed one or more times by the mortgagee, beneficiary, trustee,*  
7     *or a court, pursuant to Section 2924g of the California Civil Code.*

8     *The law requires that information about trustee sale postponements*  
9     *be made available to you and to the public, as a courtesy to those*  
10    *not present at the sale. If you wish to learn whether your sale date*  
11    *has been postponed, and, if applicable, the rescheduled time and*  
12    *date for the sale of this property, you may call [telephone number*  
13    *for information regarding the trustee's sale] or visit this Internet*  
14    *Web site [Internet Web site address for information regarding the*  
15    *sale of this property], using the file number assigned to this case*  
16    *[case file number]. Information about postponements that are very*  
17    *short in duration or that occur close in time to the scheduled sale*  
18    *may not immediately be reflected in the telephone information or*  
19    *on the Internet Web site. The best way to verify postponement*  
20    *information is to attend the scheduled sale.*

21    *If you would like additional copies of this summary, you may*  
22    *obtain them by calling [insert telephone number].*

23  
24    SEC. 2. Section 2924 of the Civil Code, as amended by Section  
25    1 of Chapter 180 of the Statutes of 2010, is amended to read:

26    2924. (a) Every transfer of an interest in property, other than  
27    in trust, made only as a security for the performance of another  
28    act, is to be deemed a mortgage, except when in the case of  
29    personal property it is accompanied by actual change of possession,  
30    in which case it is to be deemed a pledge. Where, by a mortgage  
31    created after July 27, 1917, of any estate in real property, other  
32    than an estate at will or for years, less than two, or in any transfer  
33    in trust made after July 27, 1917, of a like estate to secure the  
34    performance of an obligation, a power of sale is conferred upon  
35    the mortgagee, trustee, or any other person, to be exercised after  
36    a breach of the obligation for which that mortgage or transfer is a  
37    security, the power shall not be exercised except where the  
38    mortgage or transfer is made pursuant to an order, judgment, or  
39    decree of a court of record, or to secure the payment of bonds or  
40    other evidences of indebtedness authorized or permitted to be

1 issued by the Commissioner of Corporations, or is made by a public  
2 utility subject to the provisions of the Public Utilities Act, until  
3 all of the following apply:

4 (1) The trustee, mortgagee, or beneficiary, or any of their  
5 authorized agents shall first file for record, in the office of the  
6 recorder of each county wherein the mortgaged or trust property  
7 or some part or parcel thereof is situated, a notice of default. That  
8 notice of default shall include all of the following:

9 (A) A statement identifying the mortgage or deed of trust by  
10 stating the name or names of the trustor or trustors and giving the  
11 book and page, or instrument number, if applicable, where the  
12 mortgage or deed of trust is recorded or a description of the  
13 mortgaged or trust property.

14 (B) A statement that a breach of the obligation for which the  
15 mortgage or transfer in trust is security has occurred.

16 (C) A statement setting forth the nature of each breach actually  
17 known to the beneficiary and of his or her election to sell or cause  
18 to be sold the property to satisfy that obligation and any other  
19 obligation secured by the deed of trust or mortgage that is in  
20 default.

21 (D) If the default is curable pursuant to Section 2924c, the  
22 statement specified in paragraph (1) of subdivision (b) of Section  
23 2924c.

24 (E) A summary of the notice of default in English and the  
25 languages described in Section 1632 *pursuant to Section 2923.3*.

26 (2) Not less than three months shall elapse from the filing of  
27 the notice of default.

28 (3) Except as provided in paragraph (4), after the lapse of the  
29 three months described in paragraph (2), the mortgagee, trustee,  
30 or other person authorized to take the sale shall give notice of sale,  
31 stating the time and place thereof, in the manner and for a time  
32 not less than that set forth in Section 2924f.

33 (4) Notwithstanding paragraph (3), the mortgagee, trustee, or  
34 other person authorized to take sale may file a notice of sale  
35 pursuant to Section 2924f up to five days before the lapse of the  
36 three-month period described in paragraph (2), provided that the  
37 date of sale is no earlier than three months and 20 days after the  
38 filing of the notice of default.

39 (b) In performing acts required by this article, the trustee shall  
40 incur no liability for any good faith error resulting from reliance

1 on information provided in good faith by the beneficiary regarding  
2 the nature and the amount of the default under the secured  
3 obligation, deed of trust, or mortgage. In performing the acts  
4 required by this article, a trustee shall not be subject to Title 1.6c  
5 (commencing with Section 1788) of Part 4.

6 (c) A recital in the deed executed pursuant to the power of sale  
7 of compliance with all requirements of law regarding the mailing  
8 of copies of notices or the publication of a copy of the notice of  
9 default or the personal delivery of the copy of the notice of default  
10 or the posting of copies of the notice of sale or the publication of  
11 a copy thereof shall constitute prima facie evidence of compliance  
12 with these requirements and conclusive evidence thereof in favor  
13 of bona fide purchasers and encumbrancers for value and without  
14 notice.

15 (d) All of the following shall constitute privileged  
16 communications pursuant to Section 47:

17 (1) The mailing, publication, and delivery of notices as required  
18 by this section.

19 (2) Performance of the procedures set forth in this article.

20 (3) Performance of the functions and procedures set forth in  
21 this article if those functions and procedures are necessary to carry  
22 out the duties described in Sections 729.040, 729.050, and 729.080  
23 of the Code of Civil Procedure.

24 (e) There is a rebuttable presumption that the beneficiary  
25 actually knew of all unpaid loan payments on the obligation owed  
26 to the beneficiary and secured by the deed of trust or mortgage  
27 subject to the notice of default. However, the failure to include an  
28 actually known default shall not invalidate the notice of sale and  
29 the beneficiary shall not be precluded from asserting a claim to  
30 this omitted default or defaults in a separate notice of default.

31 (f) This section shall become operative on January 1, 2011.

32 SEC. 3. Section 2924 of the Civil Code, as amended by Section  
33 2 of Chapter 180 of the Statutes of 2010, is repealed.

34 SEC. 4. Section 2924f of the Civil Code, as amended by Section  
35 2 of Chapter 229 of the Statutes of 2011, is amended to read:

36 2924f. (a) As used in this section and Sections 2924g and  
37 2924h, “property” means real property or a leasehold estate therein,  
38 and “calendar week” means Monday through Saturday, inclusive.

39 (b) (1) Except as provided in subdivision (c), before any sale  
40 of property can be made under the power of sale contained in any



1 deed of trust or mortgage, or any resale resulting from a rescission  
2 for a failure of consideration pursuant to subdivision (c) of Section  
3 2924h, notice of the sale thereof shall be given by posting a written  
4 notice of the time of sale and of the street address and the specific  
5 place at the street address where the sale will be held, and  
6 describing the property to be sold, at least 20 days before the date  
7 of sale in one public place in the city where the property is to be  
8 sold, if the property is to be sold in a city, or, if not, then in one  
9 public place in the judicial district in which the property is to be  
10 sold, and publishing a copy once a week for three consecutive  
11 calendar weeks.

12 (2) The first publication to be at least 20 days before the date  
13 of sale, in a newspaper of general circulation published in the city  
14 in which the property or some part thereof is situated, if any part  
15 thereof is situated in a city, if not, then in a newspaper of general  
16 circulation published in the judicial district in which the property  
17 or some part thereof is situated, or in case no newspaper of general  
18 circulation is published in the city or judicial district, as the case  
19 may be, in a newspaper of general circulation published in the  
20 county in which the property or some part thereof is situated, or  
21 in case no newspaper of general circulation is published in the city  
22 or judicial district or county, as the case may be, in a newspaper  
23 of general circulation published in the county in this state that is  
24 contiguous to the county in which the property or some part thereof  
25 is situated and has, by comparison with all similarly contiguous  
26 counties, the highest population based upon total county population  
27 as determined by the most recent federal decennial census  
28 published by the Bureau of the Census.

29 (3) A copy of the notice of sale shall also be posted in a  
30 conspicuous place on the property to be sold at least 20 days before  
31 the date of sale, where possible and where not restricted for any  
32 reason. If the property is a single-family residence the posting shall  
33 be on a door of the residence, but, if not possible or restricted, then  
34 the notice shall be posted in a conspicuous place on the property;  
35 however, if access is denied because a common entrance to the  
36 property is restricted by a guard gate or similar impediment, the  
37 property may be posted at that guard gate or similar impediment  
38 to any development community.

39 (4) The notice of sale shall conform to the minimum  
40 requirements of Section 6043 of the Government Code and be

1 recorded with the county recorder of the county in which the  
2 property or some part thereof is situated at least 20 days prior to  
3 the date of sale.

4 (5) The notice of sale shall contain the name, street address in  
5 this state, which may reflect an agent of the trustee, and either a  
6 toll-free telephone number or telephone number in this state of the  
7 trustee, and the name of the original trustor, and also shall contain  
8 the statement required by paragraph (3) of subdivision (c). In  
9 addition to any other description of the property, the notice shall  
10 describe the property by giving its street address, if any, or other  
11 common designation, if any, and a county assessor's parcel  
12 number; but if the property has no street address or other common  
13 designation, the notice shall contain a legal description of the  
14 property, the name and address of the beneficiary at whose request  
15 the sale is to be conducted, and a statement that directions may be  
16 obtained pursuant to a written request submitted to the beneficiary  
17 within 10 days from the first publication of the notice. Directions  
18 shall be deemed reasonably sufficient to locate the property if  
19 information as to the location of the property is given by reference  
20 to the direction and approximate distance from the nearest  
21 crossroads, frontage road, or access road. If a legal description or  
22 a county assessor's parcel number and either a street address or  
23 another common designation of the property is given, the validity  
24 of the notice and the validity of the sale shall not be affected by  
25 the fact that the street address, other common designation, name  
26 and address of the beneficiary, or the directions obtained therefrom  
27 are erroneous or that the street address, other common designation,  
28 name and address of the beneficiary, or directions obtained  
29 therefrom are omitted.

30 (6) The term "newspaper of general circulation," as used in this  
31 section, has the same meaning as defined in Article 1 (commencing  
32 with Section 6000) of Chapter 1 of Division 7 of Title 1 of the  
33 Government Code.

34 (7) The notice of sale shall contain a statement of the total  
35 amount of the unpaid balance of the obligation secured by the  
36 property to be sold and reasonably estimated costs, expenses,  
37 advances at the time of the initial publication of the notice of sale,  
38 and, if republished pursuant to a cancellation of a cash equivalent  
39 pursuant to subdivision (d) of Section 2924h, a reference of that  
40 fact; provided, that the trustee shall incur no liability for any good

1 faith error in stating the proper amount, including any amount  
2 provided in good faith by or on behalf of the beneficiary. An  
3 inaccurate statement of this amount shall not affect the validity of  
4 any sale to a bona fide purchaser for value, nor shall the failure to  
5 post the notice of sale on a door as provided by this subdivision  
6 affect the validity of any sale to a bona fide purchaser for value.

7 (8) (A) On and after April 1, 2012, if the deed of trust or  
8 mortgage containing a power of sale is secured by real property  
9 containing from one to four single-family residences, the notice  
10 of sale shall contain substantially the following language, in  
11 addition to the language required pursuant to paragraphs (1) to (7),  
12 inclusive:

13  
14 NOTICE TO POTENTIAL BIDDERS: If you are considering  
15 bidding on this property lien, you should understand that there are  
16 risks involved in bidding at a trustee auction. You will be bidding  
17 on a lien, not on the property itself. Placing the highest bid at a  
18 trustee auction does not automatically entitle you to free and clear  
19 ownership of the property. You should also be aware that the lien  
20 being auctioned off may be a junior lien. If you are the highest  
21 bidder at the auction, you are or may be responsible for paying off  
22 all liens senior to the lien being auctioned off, before you can  
23 receive clear title to the property. You are encouraged to investigate  
24 the existence, priority, and size of outstanding liens that may exist  
25 on this property by contacting the county recorder's office or a  
26 title insurance company, either of which may charge you a fee for  
27 this information. If you consult either of these resources, you  
28 should be aware that the same lender may hold more than one  
29 mortgage or deed of trust on the property.  
30

31 NOTICE TO PROPERTY OWNER: The sale date shown on  
32 this notice of sale may be postponed one or more times by the  
33 mortgagee, beneficiary, trustee, or a court, pursuant to Section  
34 2924g of the California Civil Code. The law requires that  
35 information about trustee sale postponements be made available  
36 to you and to the public, as a courtesy to those not present at the  
37 sale. If you wish to learn whether your sale date has been  
38 postponed, and, if applicable, the rescheduled time and date for  
39 the sale of this property, you may call [telephone number for  
40 information regarding the trustee's sale] or visit this Internet Web

1 site [Internet Web site address for information regarding the sale  
2 of this property], using the file number assigned to this case [case  
3 file number]. Information about postponements that are very short  
4 in duration or that occur close in time to the scheduled sale may  
5 not immediately be reflected in the telephone information or on  
6 the Internet Web site. The best way to verify postponement  
7 information is to attend the scheduled sale.

8  
9 (B) A mortgagee, beneficiary, trustee, or authorized agent shall  
10 make a good faith effort to provide up-to-date information  
11 regarding sale dates and postponements to persons who wish this  
12 information. This information shall be made available free of  
13 charge. It may be made available via an Internet Web site, a  
14 telephone recording that is accessible 24 hours a day, seven days  
15 a week, or through any other means that allows 24 hours a day,  
16 seven days a week, no-cost access to updated information. A  
17 disruption of any of these methods of providing sale date and  
18 postponement information to allow for reasonable maintenance or  
19 due to a service outage shall not be deemed to be a violation of  
20 the good faith standard.

21 (C) Except as provided in subparagraph (B), nothing in the  
22 wording of the notices required by subparagraph (A) is intended  
23 to modify or create any substantive rights or obligations for any  
24 person providing, or specified in, either of the required notices.  
25 Failure to comply with subparagraph (A) or (B) shall not invalidate  
26 any sale that would otherwise be valid under Section 2924f.

27 (D) Information provided pursuant to subparagraph (A) does  
28 not constitute the public declaration required by subdivision (d)  
29 of Section 2924g.

30 (9) If the sale of the property is to be a unified sale as provided  
31 in subparagraph (B) of paragraph (1) of subdivision (a) of Section  
32 9604 of the Commercial Code, the notice of sale shall also contain  
33 a description of the personal property or fixtures to be sold. In the  
34 case where it is contemplated that all of the personal property or  
35 fixtures are to be sold, the description in the notice of the personal  
36 property or fixtures shall be sufficient if it is the same as the  
37 description of the personal property or fixtures contained in the  
38 agreement creating the security interest in or encumbrance on the  
39 personal property or fixtures or the filed financing statement  
40 relating to the personal property or fixtures. In all other cases, the

description in the notice shall be sufficient if it would be a sufficient description of the personal property or fixtures under Section 9108 of the Commercial Code. Inclusion of a reference to or a description of personal property or fixtures in a notice of sale hereunder shall not constitute an election by the secured party to conduct a unified sale pursuant to subparagraph (B) of paragraph (1) of subdivision (a) of Section 9604 of the Commercial Code, shall not obligate the secured party to conduct a unified sale pursuant to subparagraph (B) of paragraph (1) of subdivision (a) of Section 9604 of the Commercial Code, and in no way shall render defective or noncomplying either that notice or a sale pursuant to that notice by reason of the fact that the sale includes none or less than all of the personal property or fixtures referred to or described in the notice. This paragraph shall not otherwise affect the obligations or duties of a secured party under the Commercial Code.

(c) (1) This subdivision applies only to deeds of trust or mortgages which contain a power of sale and which are secured by real property containing a single-family, owner-occupied residence, where the obligation secured by the deed of trust or mortgage is contained in a contract for goods or services subject to the provisions of the Unruh Act (Chapter 1 (commencing with Section 1801) of Title 2 of Part 4 of Division 3).

(2) Except as otherwise expressly set forth in this subdivision, all other provisions of law relating to the exercise of a power of sale shall govern the exercise of a power of sale contained in a deed of trust or mortgage described in paragraph (1).

(3) If any default of the obligation secured by a deed of trust or mortgage described in paragraph (1) has not been cured within 30 days after the recordation of the notice of default, the trustee or mortgagee shall mail to the trustor or mortgagor, at his or her last known address, a copy of the following statement:

YOU ARE IN DEFAULT UNDER A

\_\_\_\_\_,

(Deed of trust or mortgage)

DATED \_\_\_\_\_. UNLESS YOU TAKE ACTION TO PROTECT  
YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF  
YOU NEED AN EXPLANATION OF THE NATURE OF THE  
PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A

1     LAWYER.

2

3     (4) All sales of real property pursuant to a power of sale  
4 contained in any deed of trust or mortgage described in paragraph  
5 (1) shall be held in the county where the residence is located and  
6 shall be made to the person making the highest offer. The trustee  
7 may receive offers during the 10-day period immediately prior to  
8 the date of sale and if any offer is accepted in writing by both the  
9 trustor or mortgagor and the beneficiary or mortgagee prior to the  
10 time set for sale, the sale shall be postponed to a date certain and  
11 prior to which the property may be conveyed by the trustor to the  
12 person making the offer according to its terms. The offer is  
13 revocable until accepted. The performance of the offer, following  
14 acceptance, according to its terms, by a conveyance of the property  
15 to the offeror, shall operate to terminate any further proceeding  
16 under the notice of sale and it shall be deemed revoked.

17     (5) In addition to the trustee fee pursuant to Section 2924c, the  
18 trustee or mortgagee pursuant to a deed of trust or mortgage subject  
19 to this subdivision shall be entitled to charge an additional fee of  
20 fifty dollars (\$50).

21     (6) This subdivision applies only to property on which notices  
22 of default were filed on or after the effective date of this  
23 subdivision.

24     (d) The notice of sale shall contain a summary of the information  
25 required to be contained in the notice of sale in English and the  
26 languages described in Section 1632 *pursuant to Section 2923.3*.

27     (e) This section shall become operative on January 1, 2013.

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